



**Rick W. White**

9969 Beck Drive  
Santee, Calif., 92071  
Ph. 619-449-5540

M/045/031  
**RECEIVED**  
JAN 10 1991

DIVISION OF  
OIL, GAS & MINING

*orig mine file  
cc T. Mitchell  
w Hedberg*



Dianne R. Nielson, Ph.D.  
STATE OF UTAH DEPARTMENT OF NATURAL RESOURCES  
DIVISION OF OIL, GAS AND MINING  
355 West North Temple  
3 Triad Center, Suite 350  
Salt Lake City, Utah, 84180-1203

January 8, 1991

**DOGM  
MINERALS PROGRAM  
FILE COPY**

Subject: Notice per Utah Code Title 40-8 Mined Land Reclamation Act  
Mining activity at Aragonite, Utah.  
Tooele County, Utah

Dear Ms. Nielson,

I am in the process of preparing the required State Notice and request for Agency Intervention. Another day or two shall see it in the mail. (Friday at the latest —)

In the mean time, I have received a call from Mr. Hedberg regarding my possible appearance at a Board hearing on January 24, 1991. I will attend. I will bring photographs and a copy of the correspondence file.

I again thank you for the cooperation from those members of your staff that I have had the pleasure of meeting. Especially Mr. Hedberg, Mr. Gallegos and Mr. Shepherd. We have a dangerous situation out at Aragonite. Your people availed themselves immediately, in bad weather and in good spirits, on behalf of the State of Utah.

Sincerely,

Rick White

p.s. The attached is pursuant to your request.

4/1/88

SALE OF CORPORATION, ITS ASSETS  
AND  
ASSIGNMENT OF NAME

AGREEMENT made and entered in duplicate this 1<sup>ST</sup> day  
of APRIL, 1988 by and between THOMAS AMERICAN STONE &  
BUILDING PRODUCTS, a Utah corporation, of 4040 South 300 West,  
Murray, Utah 84107 (hereinafter "Seller") with RICHARD W. WHITE  
and BRYAN H. OLDFIELD, Joint-Tenants P.O. Box 4, Santee,  
California, 92071, (hereinafter "Buyer")

R E C I T A L S

WHEREAS, Seller is the fee owner of certain patented  
mining claims and surrounding real property in Tooele County,  
Utah, together with appurtenant mining, production, and office  
facilities and equipment from which is principally mined and  
produced Aragonite;

WHEREAS, Seller is holder of all stock of Lon Thomas and  
Associates, formally known as Utah Calcium Enterprises, Inc. a  
Utah Corporation.

WHEREAS, Seller is willing to sell all of such property,  
claims, and business assets as more particularly described in  
Schedules "A" through "C" attached hereto and incorporated by  
this reference for the consideration recited herein;

13.5 Time is of the essence in this Agreement.

13.6 This writing, with the Schedules and Security documents, constitutes the entire Agreement between the parties and shall not be modified or extended by parole evidence, but may be amended by a writing attached hereto and entered into by both parties to this Agreement or their successors or assigns.

13.7 All recitals and attached schedules are incorporated as a necessary term or provision of this Agreement.

DATED the day and date first above written.

ATTEST:

THOMAS AMERICAN STONE AND  
BUILDING, INC.

Beverly K. Thomas  
Corporate Secretary

By: Lon A. Thomas  
Its President

Richard W. White  
RICHARD W. WHITE

Bryan H. Oldfield by Richard W. White  
BRYAN H. OLDFIELD  
8 April 1988

UTAH CALCIUM COMPANY

Management Agreement

Utah Calcium will pay to Lon Thomas as consideration for his production, and management duties, at Aragonite mine, including, production, maintenance, mining, milling, and shipping, the sum of \$5.00 per ton for each ton shipped FOB Aragonite mine. Said payment to be made as funds are received for sale of product (or 60 days after shipment) shipped from stock produced under Lon Thomas' management.

Dated 4-1-88

Lon A. Thomas  
Lon A. Thomas

Dated 1 April 88

Rick White  
Rick White  
Utah Calcium

L. O. N. S. PETERSON  
COPY  
RAD

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# LEASE BACK AGREEMENT

EXHIBIT "C"

1. WHITE/OLDFIELD WILL LEASE BACK THE OPERATION OF THE MINE/MILL TO LON THOMAS FOR AN INDEFINITE PERIOD OF TIME WHICH MAY BE <sup>(CANCELLED)</sup> LIMITED BY EITHER PARTY UPON 90 DAYS WRITTEN NOTICE TO THE OTHER PARTY.
2. ALL EQUIPMENT ON ACCOMPANYING LIST SHALL BE PLACED AT DISPOSAL OF LON THOMAS, ALL MINERAL IN SITU (STILL IN PLACE) WILL BE MADE AVAILABLE TO LON THOMAS FOR HIS USE. QUALIFIED TO ALLOW WHITE/OLDFIELD TO UTILIZE, I.E. MINE, QUARRY OR OTHERWISE REMOVE ANY MINERAL THAT IS NOT BEING USED OR PLANNED TO BE USED BY LON THOMAS. LON THOMAS SHALL SUBMIT A PLAN FOR ANY AMOUNT TO BE EXTRACTED IN EXCESS OF 300 TONS SAND PLAN SHALL BE SATISFACTORY TO WHITE/OLDFIELD.
3. AN AGREEMENT SHALL BE WRITTEN AND SIGNED BY BOTH PARTIES THAT WILL BIND THE PARTIES TO THE TERMS OF SUCH AN AGREEMENT.
4. ALL COSTS OF PRODUCTION, REPAIR, MAINTENANCE, PAYMENTS, SHIPPING, INCLUDING ALL OVERHEAD, TAXES OR OTHER COSTS SHALL BE BORN BY LON THOMAS EXCEPT AS DESCRIBED FOLLOWING:  
REPAIRS TO MAINTAIN OR MILL  
A: MAJOR REPAIRS THAT QUALIFY UNDER IRS. TO BE AMORTIZED OVER A PERIOD OF TIME AND/OR DEPRECIATED OVER A PERIOD OF TIME, WILL BE CONTRIBUTION TO WHITE/OLDFIELD. WHITE/OLDFIELD

211  
B20  
UNDER THE TERMS OF THIS AGREEMENT THOMAS SHALL BEAR FULL RESPONSIBILITY FOR HIS OPERATION OF THE MINE AND SHALL MAINTAIN ANY AND ALL REQUIRED INSURANCES, LICENCES, PERMITS NECESSARY TO HIS OPERATION. FURTHER THOMAS SHALL HOLD HARMLESS WHITE/OLEFIELD FROM THE CONSEQUENCES OF HIS OPERATION UNDER THIS LEASE BACK AGREEMENT.

IN RETURN FOR THE ABOVE THOMAS AGREES TO CREDIT WHITE/OLEFIELD I.E. TO ~~DEBIT~~ APPLY TO THE 1ST YEAR PAYMENT FROM WHITE/OLEFIELD TO THOMAS (OF THE PURCHASE PRICE OF THE MINE) THE FOLLOWING DESCRIBED ANNUAL PAYMENT EXTENSION.

IN RETURN FOR THE RIGHT TO LEASE BACK, TO OPERATE, TO EXTRACT, TO STOCKPILE, TO HOLD THE LEASED AGREES MINE/MILL AND MACHINERY, THOMAS AGREES TO DEFER ALL OR A PORTION OF THE FIRST YEAR PAYMENT ON THE PURCHASE PRICE OF THE MINE AS FOLLOWS FOR EACH TWO HUNDRED AND SEVENTY (270) TONS OF PRODUCT, EXTRACTED BY THOMAS, ONE MONTH OF DEFERMENT. SINCE BY ORIGINAL AGREEMENT ON THE PURCHASE WHITE/OLEFIELD WERE TO PAY \$100,000.00 THE FIRST YEAR I.E. APRIL<sup>1986</sup> TO APRIL<sup>1987</sup> THE ABOVE NOTED <sup>DEFERMENT</sup> EXTENSION OF TIME WOULD BE ADDED TO THE ANNIVERSARY DATE IN APRIL 1989, THEREBY ALLOWING OLEFIELD/WHITE TIME TO PRODUCE A SUFFICIENT QUANTITY OF MATERIAL TO PROVIDE TO THOMAS HIS FULL ANNUAL PAYMENT.